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ROB GRABOW and PARADISE
VALLEY PICTURES LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

ROB GRABOW, an individual;
PARADISE VALLEY PICTURES
LLC, a Montana limited liability
company,

Plaintiffs,

vs.

NETFLIX, INC., a Delaware
corporation, LEBRON JAMES, an
individual; SPRINGHILL
ENTERTAINMENT LLC, a Delaware
limited liability company; CHERNIN
ENTERTAINMENT, LLC, a Delaware
limited liability company; WISE
ENTERTAINMENT, INC. a California
corporation; LAKE ELLYN
ENTERTAINMENT, INC., a California
corporation; STERLIN HARJO, an
individual; SYDNEY FREELAND, an
individual; BRIT HENSEL, an
individual; and DOES 1-20, inclusive,

Defendants.

Case No. 2:24-cv-09822-FLA-PDx

**DECLARATION OF PLAINTIFF
ROB GRABOW IN SUPPORT OF
PLAINTIFFS ROB GRABOW AND
PARADISE VALLEY PICTURES
LLC'S OPPOSITION TO
DEFENDANTS' MOTION FOR
LEAVE TO FILE EARLY
SUMMARY JUDGMENT MOTION
AND TO BIFURCATE DISCOVERY
ON PRIOR INDEPENDENT
CREATION DEFENSE**

*[Opposition; and Declarations of David
R. Ginsburg and Devin A. McRae filed
and served concurrently herewith]*

Date: April 4, 2025
Time: 1:30 p.m.
Crtrm.: 6B

Judge: Fernando L. Aenlle-Rocha

Trial Date: None Set

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1 community, finding purpose, making connections, overcoming grief and ultimately
2 healing. I grew up with a single mom in many culturally diverse areas across the
3 country, including Yup'ik and Athabascan communities. My script, the Original
4 Work, pulls heavily from my environment and life experiences. My hope for my script
5 was to contribute to an exploration of the gift of sport as a doorway to something
6 profound both within ourselves and in relationship to each other. This script and film
7 were a full-spirit, full-artistic, and full-financial investment for me.

8 **Access to My Original Work**

9 5. Brit Hensel ("Hensel") is a cinematographer and director. She worked in
10 the camera department for the Emmy-nominated FX television series *Reservation*
11 *Dogs*. The series *Reservation Dogs* was co-written, executively produced, and
12 directed by Sterlin Harjo ("Harjo"). Hensel's sister, Taylor Hensel, is a director and
13 producer. She also worked in the camera department for *Reservation Dogs*. Based
14 upon information and belief, Hensel and Harjo were once in a romantic relationship
15 with one another and are also colleagues and collaborators who work together on
16 professional and personal endeavors.

17 6. On or about May 14, 2024, I reached out to Hensel to introduce myself
18 and the Original Work. In my introductory email, I asked Hensel whether she would
19 be interested in learning more about the Original Work to see if she might like to join
20 the project as a director or director of photography. In her response, Hensel expressed
21 interest in being attached to the project. After exchanging a few emails and speaking
22 with one another in a Zoom meeting about the Original Work, on May 27, 2024, I
23 sent my copyrighted script of the Original Work to Hensel for her review and
24 comments. Hensel executed a Non-Disclosure Agreement in connection with her
25 review of the script for the Original Work. Hensel, by executing the NDA, agreed not
26 to divulge any information regarding the Original Work to any third person and agreed
27 not to copy any aspects of the Original Work. The script of the Original Work, which
28 I sent to Hensel for her notes, also conspicuously stated on each page that the work

1 was copyrighted.

2 7. After reading the script, Hensel told me that she saw a great deal of
3 potential in the story, but that additional work on the script would be necessary for
4 her to attach herself to the project. She expressed her willingness to provide feedback
5 on the script if I was open to it.

6 8. Hensel and I continued to exchange emails in which Hensel provided
7 comments about certain areas of the script that needed improvement. Hensel and I
8 also held Zoom meetings with one another to discuss the necessary revisions and areas
9 of improvement. At one point in our discussions, Hensel introduced me to her sister
10 Taylor, stating that Taylor was interested in producing the film. Upon the suggestion
11 of Hensel, I also sent the script to Taylor for review and notes.

12 9. Throughout the exchange between Hensel and me, Hensel proceeded to
13 fish for information regarding the Original Work, including asking me about the
14 investors in the project, talent for the film, and the status of production. I also shared
15 with Hensel during these conversations my sources of inspiration for my film.

16 10. After approximately three months passed since our first introduction to
17 one another, and after around three months of ongoing discussions about the Original
18 Work, Hensel sent me an email on or about August 8, 2024 stating that upon further
19 reflection the project was not aligning with her and her sister's professional interests
20 and as such they both were declining to move forward with me on my project.

21 **Rez Ball**

22 11. Netflix released the film *Rez Ball* on September 27, 2024 (the "Infringing
23 Work"). I had only heard of *Rez Ball* peripherally through most of 2024 and it seemed
24 very different from my story. And I was also not aware that anyone I had contacted
25 regarding *The Gift of the Game* as potential cast and crew had any direct ties to *Rez*
26 *Ball*.

27 12. Shortly before *Rez Ball* premiered on Netflix on September 27, 2024,
28 another consulting producer Dennis Aig from *The Gift of the Game* reached out to me

1 to let me know that he thought this new film called *Rez Ball* might have overlapping
2 elements with *The Gift of the Game*.

3 13. By this point, I had become aware that several people I had been in touch
4 with regarding *The Gift of the Game* may have direct and active personal and
5 professional relationships to the defendants, including Hensel, who signed an NDA,
6 acknowledged reading *The Gift of the Game*, and was in a romantic relationship with
7 a *Rez Ball* writer Harjo. Even though these relationships and the connections to *Rez*
8 *Ball* were not disclosed to me, I figured and hoped, maybe naively, that if the
9 defendants were interested in taking content from my script, they would simply ask.

10 14. Shortly after *Rez Ball*'s release, I skimmed the film focusing on the state
11 championship final game sequence - I was immensely proud of this part of my script
12 because I could not recall seeing it in the plethora of other basketball movies I had
13 watched. When I finally watched *Rez Ball*, my stomach sank. *Rez Ball*'s sequence
14 was virtually identical to what I had written. When I finally gathered the strength to
15 watch *Rez Ball* from beginning to end, it was a gut punch. The infringement seemed
16 beyond brazen.

17 15. Not long afterward, I listened to *Canyon Dreams: A Basketball Season*
18 *on the Navajo Nation* by Michael Powell, the book that the defendants cite as
19 inspiration for *Rez Ball*. I was stunned to find that *Rez Ball* seemed to have more in
20 common with my script in terms of protected elements than it did with *Canyon*
21 *Dreams*. I also found very little overlap between *Canyon Dreams* and my script,
22 which strengthened my point of view that the defendants lifted material from my
23 script.

24 16. I made a detailed comparison between *Rez Ball* and *The Gift of the Game*.
25 I noted over 200 overlapping elements -- sequences, characters, themes, pacing,
26 mood, setting, and even dialogue. These similarities were unexplainable to me as a
27 matter of 'chance', and it felt important to me to inquire further.

28

1 **Striking Similarities**

2 17. The abundant and striking similarities between my script and *Rez Ball*
3 are outlined formally in the Complaint (ECF #1, ¶¶ 38-70). Below is the substance of
4 a comparison I made early on of just three of the many strikingly similar scenes, which
5 were also not present in *Canyon Dreams*.

6 18. **Final State Tournament Sequence:** For the last play of the State
7 Championship game, *Rez Ball* has the hero team down by one basket (just as in my
8 script). Then, in *Rez Ball*, the hero player gets the ball at the end with a chance to win
9 the game (just as in my script), and then the hero player shoots a last-second shot (just
10 as in my script). In *Rez Ball*, the shot misses (just as in my script), so in *Rez Ball* it
11 first appears as if the hero team has lost (just as in my script), and everyone is
12 disappointed (just as in my script) – but wait, in *Rez Ball* (just as in my script), there
13 is a late whistle by the referee (just as in my script): *Rez Ball*'s hero player is fouled
14 (just as in my script) and now in *Rez Ball*, the hero player has a chance to shoot free
15 throws to win the game (just as in my script), and *Rez Ball*'s hero player with these
16 free throws now wins the game (just as in my script). It is worth noting that I found
17 no such sequence in *Canyon Dream*, yet the timing, placement, structure, and
18 sequencing of *Rez Ball* here was, from my point of view, inexplicably and
19 substantively the same as my script.

20 19. **Arrest Scene:** In *Rez Ball*, the hero player gets into a physical fight
21 shortly before the state tournament (just as in my script), which leads to him being
22 detained by police (just as in my script), then in *Rez Ball*, the hero team's coach picks
23 up this hero player from police custody (just as in my script), then in *Rez Ball*, the
24 hero team's coach drives the player from police custody to the hero player's home
25 (just as in my script), the hero team's coach stops the car in front of the hero player's
26 home and they have a key talk (just as in my script). The conceptual placement of this
27 specific storyline just before the state tournament is nearly identical, the literal/timing
28 placement of sequence is nearly identical – on page 88 of my script and 75 minutes

1 into the film – where each page is generally regarded as one minute of film time plus
2 or minus a small percentage, making even this timing significant. From my point of
3 view, this sequence was not just nearly identical in terms of the action of the scenes
4 and their relationships to each other, but also in the placement in the story just
5 preceding the state tournament and in the time on screen – the number of minutes into
6 the film where it occurs.

7 20. I found no such sequences in *Canyon Dreams*. I did not find a scene or
8 scenes in *Canyon Dreams* containing (a) a physical fight involving the hero player,
9 (b) a police incident leading to the hero player's detainment, (c) the hero team's coach
10 picking up the star player from police custody, or (d) the hero team's coach driving
11 that star player home following police detainment. And I did not find a significant
12 talk that transpired during that drive home. I did not find any of these elements in
13 *Canyon Dreams*, – but they are in my script and *Rez Ball* in the same sequencing, in
14 roughly the same place in the story.

15 21. **Local News Antagonist Team:** In my script, the antagonist team is
16 specifically introduced via a local news segment (as is in *Rez Ball*). In my script,
17 during this local news segment, a member of the antagonist team is interviewed by a
18 local news reporter (just as later in *Rez Ball*). In my script, this local news segment
19 takes place at the antagonist team's gym (as in *Rez Ball*). In my script, during this
20 local news story, the star of the antagonist player's team throws down specifically a
21 windmill dunk and hits a long three-pointer (as in *Rez Ball*). From my point of view,
22 the fact that this sequence from *Rez Ball* specifically included both the three-pointer
23 and the windmill dunk that I had scripted made it almost feel like a brazen copy of
24 my scene and sequence. Even more brazen, in both my script and *Rez Ball*, the hero
25 team's coach (a) watches this local news segment about the antagonist team (b) on a
26 TV (c) while sitting alone.

27 22. It is important to note that I didn't find these scenes or sequences in
28 *Canyon Dreams*-none of these scenes and certainly not these sequences existed in

1 *Canyon Dreams*, but they were in my script. And this whole sequence takes place in
2 a similar point in my script and in *Rez Ball*, both in terms of story and in terms of
3 minutes into the film: in my script, these sequences happen on about page 17, and in
4 *Rez Ball* they take place about 15 minutes into the film. It was hard for me to believe
5 that the same scenes and sequences would take place coincidentally at the nearly
6 identical place in the story.

7 23. **Basketball Movies:** I am an avid fan of basketball movies. I could cite
8 50 (spanning almost 40 years) that do not have the same final state championship
9 sequence ending as my script. This means that, for the defendants' representations
10 just for that one scene to be true, we would have to have two nearly simultaneously
11 and completely independently created basketball films share a nearly identical,
12 significant, and specific final sequence at a very specific place in the story. And this
13 sequence would have to be something that has not occurred in any of these 50
14 basketball films. And this is just one of the many overlapping scenes, so every time
15 we add a new 'coincidental overlap,' the odds of all of them all being 'coincidence'
16 plummet. In addition, all of this 'chance' would have needed to happen in this context
17 in which one of the writers of the Infringing Work, Harjo, is or was in a romantic
18 relationship with another defendant, Hensel, who by her own admission received and
19 read the Original Work before *Rez Ball* was released. This was all just beyond
20 implausible to me.

21 24. I was new to this kind of copyright situation and wrestled with myself
22 about how to proceed. I learned that there were multiple billionaires and billion-dollar
23 entities involved with *Rez Ball* – including Netflix with a market cap of around \$500
24 billion -- as well as other highly influential people. That scared me on a number of
25 fronts including the risk to my future in filmmaking. And I loathed the idea of
26 potentially filing a claim against artists whose work I admired. I also felt that if I took
27 no action, there could be deleterious consequences for me personally and for *The Gift*
28 *of the Game*. I had no knowledge of copyright law and was concerned specifically

1 that Netflix or the other parties involved – if they were willing to steal from my script
2 and seemingly had so little regard for another artist’s work –might have done this to
3 other creatives, and might also try to shut down my film – into which I had poured so
4 much of my heart and time -- and/or sue me and *The Gift of the Game* for copyright
5 infringement, given the overlapping elements between *Rez Ball* and *The Gift of the*
6 *Game*. I felt that I was left with no option other than to bring these claims against
7 defendants to protect my Original Work.

8 25. After my lawsuit was filed, I was provided with a copy of an April 2023
9 production script for *Rez Ball* (the “Production Script”) which I understand counsel
10 for the Netflix Defendants informally produced to my attorneys subject to my
11 agreement to maintain its confidentiality, which I of course did. I reviewed, analyzed
12 and compared the Production Script for *Rez Ball* with the *Rez Ball* film, and my script
13 for *The Gift of the Game* and identified numerous similarities between the *Rez Ball*
14 film and my script for *The Gift of the Game* which were not present in the Production
15 Script. I know from my own production experience that it would have been possible
16 and, in my opinion, fairly straightforward for the defendants to have implemented
17 elements and concepts from *The Gift of the Game* script into the *Rez Ball* film in the
18 post-production and editing process including but not limited to by way of automated
19 dialogue replacement, voiceovers, narration, radio programming, live game
20 announcements, and additional photography such as pickup shots and reshoots.

21 26. The defendants seem to be trying to define the Infringing Work as the
22 Production Script. The Infringing Work, the subject of this case, is the version of *Rez*
23 *Ball* that aired on Netflix on September 27, 2024. It is not the Production Script. Based
24 upon information and belief, the Infringing Work was likely not created before
25 defendants had access to the Original Work, but discovery is needed to determine this
26 as a matter of fact. There are extraordinary, voluminous, and specific similarities in
27 protected elements between the Original Work and Infringing Work. The defendants
28 had abundant time in post-production to steal protected elements from the Original

1 Work and add them to the Infringing Work. And the way that many of the scenes cited
2 in the Complaint were cut, combined with the clear access to my script and the striking
3 similarities between the works, it was persuasive to me that was what happened.

4 27. The defendants had access and a more-than-reasonable chance of
5 viewing the protected ideas, elements, and/or content of the Original Work. In her
6 Answer to the Complaint (ECF #40), Hensel has already admitted that:

- 7 • She signed a nondisclosure agreement for the Original Work (§ 23).
- 8 • She read part of the script for the Original Work (§ 23).
- 9 • She was at one time in a romantic relationship with Harjo (§ 22).

10 28. In the Netflix Defendants' Answer to the Complaint (ECF #37), they
11 admitted that Harjo co-wrote *Rez Ball* (§ 37).

12 29. There are several initial problems with accepting at face value the Netflix
13 Defendants' representations about the content and date of the Production Script.

- 14 • The Netflix Defendants presenting the Production Script are the same
15 defendants who are believed to have knowingly purloined copyrighted
16 material.
- 17 • The single Production Script that the Netflix Defendants provided
18 seems to have come from an in-house server operated and controlled by the
19 Netflix Defendants with both sender and receiver appearing to have in-house
20 Netflix domains belonging to and under the control of the Netflix Defendants.
- 21 • This Production Script was provided informally and does not include
22 any attestation regarding authenticity.
- 23 • There has been no opportunity to cross-examine or otherwise
24 independently verify the content or date represented in the Production Script.

25 30. In order to validate that the Production Script is in fact an authentic
26 version of the script as it existed in April 2023, I would need to conduct discovery
27 including but not limited to obtaining the subsequent versions of the script such as
28 the versions shared with the film editor and documents relating to the post-

1 production and editing process (automated dialogue replacement, voiceovers,
2 narration, radio programming, live game announcements, and additional
3 photography, etc.) to determine which film elements existed as of April 2023 and
4 which ones were added thereafter.

5 31. Even if the Netflix Defendants' representations about the Production
6 Script – which may or may not be true -- are to be believed, the Production Script
7 does not account for all overlapping, protected elements that exist between the
8 Original Work and Infringing Work.

9 32. From my point of view, this lawsuit is vital to ensure I learn the truth
10 about how so much material from my script ended up in their finished *Rez Ball* film.
11 The defendants are more wealthy, more influential, more experienced and more
12 knowledgeable in these legal matters than I am -- there are huge power and
13 informational asymmetries. And given the way they seem to be intent on avoiding
14 any kind of discovery or finding of fact, it seems like they are hiding something and
15 at a minimum, without some finding of fact, it doesn't make sense to me to rule
16 anything out.

17 33. For the above-mentioned reasons, I believe it is reasonable to have some
18 discovery of fact in order to determine why and how so much copyrighted material
19 from the Original Work ended up in the Infringing Work.

20 I declare under penalty of perjury under the laws of the United States of
21 America that the foregoing is true and correct. Executed on this 14th day of March,
22 2025, at Bozeman, Montana.

23 DocuSigned by:

24 Rob Grabow

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26 Rob Grabow